

1 **UNITED STATES DISTRICT COURT**
2 **DISTRICT OF NEVADA**

3 NEW PENN FINANCIAL, LLC, et al.,

Case No.: 2:17-cv-02167-APG-VCF

4 Plaintiffs

Order

5 v.

6 RIVERWALK RANCH MASTER
7 HOMEOWNERS ASSOCIATION, et al.,

8 Defendants

9 Cross-claimant Ricardo Fojas accepted an offer of judgment from cross-defendant
10 Riverwalk Ranch Master Homeowners Association. ECF No. 104. On October 19, 2020,
11 Riverwalk filed a notice of settlement, confirming the parties had settled all remaining claims.
12 ECF No. 88. I ordered the parties to document their settlement and file dismissal papers by April
13 16, 2021. Since then, the parties have been ordered, several times, to submit either a stipulation
14 dismissing the remaining claims or briefs explaining the status of their efforts to finalize their
15 settlement agreement. They still cannot agree on language for a settlement agreement. ECF Nos.
16 103, 104.

17 I THEREFORE ORDER that the terms of Riverwalk's offer of judgment control.
18 Riverwalk shall pay Fojas \$5,000.00 by **September 20, 2021**. The source of those funds
19 (whether from Riverwalk or its insurer) is irrelevant. Within three days of payment, Riverwalk
20 shall file a notice of payment and a proposed final order dismissing Fojas's all remaining claims.

21 DATED this 16th day of August, 2021.



22 **ANDREW P. GORDON**
23 **UNITED STATES DISTRICT JUDGE**